



STATE OF DELAWARE

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DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES  
SOLID AND HAZARDOUS WASTE MANAGEMENT SECTION

March 11, 2019

Mr. Serdar Bankaci, President  
Commonwealth Computer Recycling, LLC d/b/a CyberCrunch  
Unit No.8  
1628 Roseytown Road  
Greensburg, PA 15601

Subject: Recycling Permit #SW-19/03  
Reference: CyberCrunch, File Code: 02.B

Dear Mr. Bankaci:

Enclosed is Recycling Permit #SW-19/03 (the "Permit") issued by the Solid and Hazardous Waste Management Section (the "SHWMS"). The Permit authorizes Commonwealth Computer Recycling, LLC doing business as CyberCrunch ("CyberCrunch") to accept and shred computer hard drives and/or media tapes in a CyberCrunch vehicle with shredding equipment for the sole purpose of recycling the shredded waste. This Permit is granted for two years (2 yrs.) and will expire on March 11, 2021.

If you have any questions concerning this Permit, please contact Jeff Martin at (302) 739-9403 and select Option 8.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Sunde".

Jason W. Sunde  
Environmental Program Administrator  
Solid & Hazardous Waste Management Section

Enclosure

cc: Ms. Laura Pettit, Penske Truck Leasing Company, L.P.

JWS:JRM

*Delaware's good nature depends on you!*

## **RECYCLING PERMIT #SW-19/03**

Effective Date: March 11, 2019  
Expiration Date: March 11, 2021

Facility: Commonwealth Computer Recycling, LLC.  
d/b/a CyberCrunch  
1 Judy Way  
Aston, Pennsylvania 19104  
(866) 925-2354

Primary Contact: Mr. Serdar Bankaci, President  
(724) 209-4060

Alternate Contact: Mr. Joseph Connors  
(215) 527-4353

Location of Approved Activity: State of Delaware  
Mobile Shredding Units

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### **I. GENERAL CONDITIONS**

- A. In accordance with Delaware's *Regulations Governing Solid Waste* ("DRGSW"), Section 2.5.2, the Department of Natural Resources and Environmental Control (the "Department") issues Recycling Permit #SW-19/03 ("Permit") to Commonwealth Computer Recycling, LLC. doing business as CyberCrunch of Greensburg, Pennsylvania ("CyberCrunch") for the purpose of accepting and shredding computer hard drives and/or media tapes in a CyberCrunch vehicle with shredding equipment for the sole purpose of recycling the shredded waste. CyberCrunch's Delaware shredding operations will be performed from and within mobile units consisting of box trucks equipped with appropriate shredding equipment.
- B. This Permit shall be conducted in accordance with the conditions herein and with the following documents, as submitted to the Department: (1) Application for Recycling Permit, dated October 16, 2018, and associated documents received in December 2018 and January 2019; (2) Solid Waste Transporter Permit dated December 7, 2018; and (3) other procedures and policies specifically referenced in this Permit.
1. Conditions of this Permit shall take precedence over any of the above listed documents.
  2. Failure to comply with any condition of this Permit or any provisions within the aforementioned documents is a violation of this Permit.
- C. Permit Availability  
CyberCrunch shall immediately make available, upon request, a copy of this Permit to any representative of the Department or any law enforcement officer.
- D. Renewal  
Pursuant to DRGSW Section 4.1.6, CyberCrunch shall submit a permit application with all supporting documentation to the Department at least 180 days prior to the expiration of this Permit if applicant desires to renew the Permit. CyberCrunch may be required to submit additional documentation as needed at the Department's sole discretion.

E. Modifications

1. The Department may initiate modification of this Permit, including, but not limited to, additional limitations, requirements, and/or special conditions, at any time if the Department finds that the existing Permit conditions are either not adequate or not necessary to protect human health and the environment, as set forth in DRGSW Section 4.1.7.2, or in the event the regulations governing activities authorized in this Permit are revised.
2. CyberCrunch shall petition the Solid and Hazardous Waste Management Section of the Department (the "SHWMS") in writing at least 90 days prior to the anticipated need to implement any change in waste characteristics; changes that will alter the beneficial use of the incoming waste material; or changes to processes, operations, or procedures described in the application documents referenced in Section I.B. of this Permit. CyberCrunch shall not implement said changes unless and until they have been notified in writing from the SHWMS agreeing to the change(s).

F. Permit Transfer

At least 60 days prior to the date of the proposed transfer, CyberCrunch must submit all documentation required by DRGSW Section 4.1.8. The actual transfer will be contingent upon the transferee meeting all Permit and regulatory requirements; until such time, the current permittee will remain liable for compliance regardless of who owns the facility.

G. Revocation or Suspension

This Permit may be revoked or suspended upon violation of any condition of this Permit, DRGSW, or 7 Del. C. Chapter 60.

**II. GENERAL OPERATING CONDITIONS**

A. Location and Facility

1. The CyberCrunch shredding facilities:
  - a. Consist of box trucks equipped with appropriate shredding equipment.
  - b. Are also referred to herein as "mobile shredding units," "mobile shredding facilities," or "CyberCrunch vehicles." These terms shall have a consistent meaning herein and are utilized interchangeably.
  - c. Are mobile shredding units which travel to client locations throughout the State of Delaware.
2. CyberCrunch's operations may be performed at physical locations convenient for and at the direction of CyberCrunch's clients; however,
  - a. Locations shall be selected to comply with all applicable Federal, State, or Local laws, regulations, and/or ordinances, particularly those pertaining to locations where commercial operations may be performed; and,
  - b. Locations shall be selected with consideration for traffic safety and to minimize impacts to pedestrian and vehicular traffic.
  - c. Preferably, CyberCrunch's shredding operations will occur on real property owned, leased, or under the legal control of CyberCrunch's client.
3. CyberCrunch vehicles, at a minimum, shall be labeled in accordance with solid waste transporter permit requirements.
4. Pursuant to solid waste transporter permit requirements, CyberCrunch shall notify the Department no less than five (5) days prior to dispatching additional shredding units into the State of Delaware. Notification shall be provided to both the solid waste transporter permit project officer and to the recycling permit project officer.

5. CyberCrunch leases the vehicles utilized as mobile shredding units from Penske. The lease is incorporated into this Permit by reference and by inclusion in the Solid Waste Management Facility Application package.
    - a. CyberCrunch shall adhere to the terms of the lease and maintain “good standing” with regard to the lease.
    - b. Future lease agreements (renewals) in which the terms of the lease are unmodified will be automatically incorporated herein.
    - c. Modifications to the terms of the lease agreement, either at the time of renewal or otherwise, which do not result in deviations to the approved Operations Plan or changes to facility operations will be automatically incorporated herein.
    - d. CyberCrunch shall document all violations of the lease, all lease renewals, and all lease modifications and shall retain the records in accordance with Section IV. of this Permit.
    - e. CyberCrunch shall notify the Department, in accordance with Section V. of this Permit, of lease termination, all lease violations, and any lease modification with the potential to cause a deviation from the approved Operations Plan or changes to facility operations.
    - f. The Department will determine if a change to the terms of the lease agreement, either at the time of renewal or otherwise, with the potential to cause a deviation from the approved Operations Plan or changes to facility operations may be incorporated herein or will require modification of this Permit.
  6. CyberCrunch operates a brick and mortar facility at 1 Judy Way in Aston, Pennsylvania.
    - a. Hard drives and/or media tapes generated in Delaware and shredded by CyberCrunch shall be delivered to the CyberCrunch Aston, Pennsylvania facility pending ultimate recycling.
    - b. This Permit does not regulate operations at the CyberCrunch Aston, Pennsylvania facility.
- B. Operating Hours  
All receiving, processing, and shredding shall be limited to the hours of 8:00 am to 4:00 pm Monday through Friday. CyberCrunch mobile shredding units shall not be open and/or accessible to the general public.
- C. Security and Access  
CyberCrunch shall control access to their mobile shredding facilities to prohibit the entry of unauthorized individuals. Representatives of the Department may, at any reasonable time, enter the facility to verify compliance with the conditions of this Permit, the DRGSW, and 7 Del. C. Chapter 60.
- D. Litter
  1. Litter may include any solid waste not approved for processing.
  2. Fugitive feedstock wastes from incoming waste streams and fugitive shredded hard drives, media tapes, and associated wastes shall be considered and managed as litter.
  3. CyberCrunch shall inspect the immediate area of their shredding facilities for general cleanliness and litter upon arrival at and immediately prior to departure from each service location.
  4. All litter encountered shall be immediately collected, placed in a designated enclosed container, and removed from the mobile shredding facility daily.
  5. CyberCrunch shall implement good housekeeping practices and include such practices in employee trainings, pursuant to Section II.I. of this Permit.
  6. CyberCrunch shall document any complaint received pertaining to litter emanating from their mobile shredding facilities and shall retain the records in accordance with Section IV. of this Permit.

7. CyberCrunch shall notify the Department of any complaints of litter received by CyberCrunch in accordance with Section V. of this Permit.
- E. Dust Control
  1. CyberCrunch shall operate its facilities in a manner to prevent dust generated from shredding activities to migrate beyond the facility boundaries.
  2. CyberCrunch shall provide adequate ventilation to prevent the ingestion or inhalation of dust from the shredding process.
  3. CyberCrunch shall implement dust mitigation practices, as necessary.
  4. In accordance with Section IV. of this Permit, CyberCrunch shall maintain detailed records of all dust mitigation practices implemented and of any complaint received pertaining to dust emissions from their mobile shredding facilities.
  5. CyberCrunch shall notify the Department of any complaints of dust received by CyberCrunch in accordance with Section V. of this Permit.
- F. Noise Control
  1. CyberCrunch shall operate its facilities in a manner to prevent noise generated from shredding activities from interfering with any person's enjoyment of life or property.
  2. CyberCrunch shall implement noise mitigation, as necessary.
  3. CyberCrunch shall document any complaint received pertaining to noise emanating from their mobile shredding facilities and any subsequent noise mitigation practices implemented, and shall retain the records in accordance with Section IV. of this Permit.
  4. CyberCrunch shall notify the Department of any complaints of noise received by CyberCrunch in accordance with Section V. of this Permit.
- G. Health and Safety, and Contingency
  1. CyberCrunch shall implement Health and Safety practices aligned with Occupational Safety and Health Administration ("OSHA") guidance.
  2. CyberCrunch shall provide all employees with health and safety training appropriate for each employee's duties and responsibilities, pursuant to Section II.I. of this Permit.
  3. At a minimum, CyberCrunch's use of personal protective equipment (PPE); to include, but not limited to, steel-toed footwear, safety glasses or goggles, hearing protection, and appropriate gloves; shall be in accordance with 29 CFR Part 1910.132.
  4. CyberCrunch shall make first aid equipment immediately available at each mobile shredding facility. The readiness of first aid equipment and supplies shall be periodically assessed and addressed, as conditions dictate.
  5. CyberCrunch shall maintain a current and correct list of emergency contact telephone numbers to include nearby ambulance, hospital, police, and fire services. The most current list shall be prominently displayed in each mobile shredding facility. All operating personnel shall be informed of its location and function.
  6. CyberCrunch shall maintain capability to react appropriately to emergencies. CyberCrunch shall react to spills, fires, accidents, and other emergencies so as to protect human health and safety and the environment.
  7. Staff responding to emergencies at the facilities shall be appropriately trained, pursuant to Section II.I. of this Permit.
  8. CyberCrunch shall document all health and safety training provided to each employee and retain the records in accordance with Section IV. of this Permit.
  9. Fire Safety
    - a. All wastes and materials present in the mobile shredding facilities to include, but not limited to, hard drives and media tapes pending shredding; associated removed cases, caddies, or other wastes and materials; shredded hard drives and media tapes; and any collected litter shall be managed in order to prevent the possibility of fires.

- b. Flammable or combustible, or potentially flammable or combustible, materials shall be stored in accordance with applicable fire safety regulations.
- c. No smoking shall be permitted in the mobile shredding facilities.
- d. CyberCrunch shall develop a fire management plan, which shall be implemented immediately, reviewed annually, and updated as needed.
- e. Employees shall be trained in the proper procedures for responding to a fire within a mobile shredding facility in accordance with Section II.I.
- f. CyberCrunch shall maintain fire suppression equipment, such as fire extinguishers, in a fully functional condition, and in accordance with Section II.H.4. of this Permit, as applicable.
- g. If a fire is detected, CyberCrunch shall call 911 to request assistance from the local firefighting agencies. CyberCrunch shall immediately notify the Department of any fire in accordance with Section V.A.2. of this Permit.

H. Equipment

Along with limited manual labor, CyberCrunch will use mechanical equipment to shred hard drives and media tapes.

- 1. The equipment to be utilized for shredding hard drives and media tapes includes, but is not limited to,
  - a. The leased box truck within which shredding activities are performed.
    - i. The CyberCrunch vehicle shall be completely enclosed and sealed from external conditions and tampering.
  - b. A variety of PPE to include, but not limited to, steel-toed footwear, safety glasses or goggles, hearing protection, and appropriate gloves.
  - c. Hand tools and/or battery- and/or electrically powered hand tools to remove cases, caddies, or other material as appropriate.
  - d. Bar code scanners to scan, identify, and inventory hard drives and media tapes pending shredding.
  - e. Hard drive shredder to securely destroy hard drives and media tapes via shredding.
  - f. Locking bins to securely store hard drives and media tapes pending shredding and to securely store shredded hard drives and media tapes pending recycling.
- 2. Processing and material handling equipment shall be selected and operated in compliance with the Department's Division of Air Quality (DAQ) regulations, as applicable.
- 3. PPE shall be selected and utilized in accordance with Permit Condition II.G.3.
- 4. Operation, Inspection, and Maintenance
  - a. CyberCrunch shall operate, inspect, and maintain all equipment using adequately trained individuals and in accordance with the manufacturer's recommendations; permits; all applicable local, state, and federal ordinances, laws, and regulations; and this Permit.
  - b. CyberCrunch shall inspect shredding equipment daily or prior to each shredding event/use.
  - c. CyberCrunch shall maintain and operate all equipment in a manner that protects CyberCrunch's employees, the public, and the environment.
  - d. CyberCrunch shall document all equipment operation, inspection, and maintenance training provided to each employee as required by Section II.I. and retain the records in accordance with Section IV. of this Permit.
  - e. CyberCrunch shall document all inspections and maintenance of all equipment and retain the records in accordance with Section V. of this Permit.

I. Training

- 1. CyberCrunch shall provide all employees who are to work in the mobile shredding facilities with training appropriate for each employee's duties and responsibilities.

- a. Training shall be required initially and annually thereafter, unless otherwise specified by a nationally recognized training provider (for example, the American Red Cross as a training provider for First Aid).
  - b. Initial training shall be provided within 180 days of hire.
  - c. Training shall include, but is not limited to, the following topics:
    - i. Health and safety procedures
      - (1) Emergency response
        - (a) Emergency first aid
        - (b) Cardiopulmonary resuscitation (CPR)
        - (c) Fire prevention and protection
        - (d) Spills and accidents responses
      - (2) PPE use and care
    - ii. Shredding operations
      - (1) Proper materials management and shredding procedures
        - (a) Acceptable materials identification
        - (b) Prohibited wastes identification and response
        - (c) Applicable operational aspects of Responsible Recycling ("R2") Standard for Electronics Recyclers or the e-Stewards® Standard for Responsible Recycling and Reuse of Electronic Equipment® ("e-Stewards®")
      - (2) Facility inspections
      - (3) Equipment operation, inspection, and maintenance
        - (a) Manufacturer's operating and maintenance manual
        - (b) Operation instruction
        - (c) Equipment safety features
        - (d) Hazards that might be encountered
        - (e) To be conducted by the equipment manufacturer's representative or another person specifically knowledgeable in the operation of the equipment
      - (4) Good housekeeping practices
2. CyberCrunch shall document all trainings for employees and retain the records in accordance with Section IV. of this Permit.

### **III. OPERATIONS**

#### **A. Authorized Wastes**

1. CyberCrunch may accept only the following wastes for shredding:
  - a. Hard drives; and
  - b. Media tapes; that,
  - c. Prior to acceptance, have been removed from the computer/device; and,
  - d. Prior to acceptance, do not contain mercury switches, mercury relays, nickel-cadmium batteries, and/or lithium batteries.
2. All wastes shall be segregated by the generator (source separated) prior to submittal to CyberCrunch for shredding.
3. All wastes present in the CyberCrunch mobile shredding facilities shall be managed in accordance with this Permit.

#### **B. Prohibited Wastes**

1. CyberCrunch shall not accept prohibited wastes for shredding, as listed in Section III.B.4, below.

2. CyberCrunch shall exercise reasonable care to ascertain whether incoming waste is or contains prohibited waste. Reasonable care shall include contacting the client generator if a visual determination regarding the acceptability of the waste material cannot be made.
3. CyberCrunch shall not accept any wastes for shredding from client generators whose waste streams habitually contain prohibited wastes submitted for shredding.
4. Prohibited wastes for shredding include:
  - a. Hard drives and media tapes containing mercury switches, mercury relays, nickel-cadmium batteries or lithium batteries
  - b. Personal computers, servers, or other electronic components
  - c. Plastics, glass, metal
  - d. Mixed municipal solid waste (trash/garbage) and/or tires
  - e. Construction and demolition wastes
  - f. Organic (food) wastes
  - g. Batteries
  - h. Agricultural wastes
  - i. Petroleum-containing materials or wastes
  - j. Infectious or medical wastes
  - k. Radioactive materials
  - l. Universal wastes
  - m. Hazardous wastes
  - n. Sewage sludge, biosolids, and septage
  - o. Asbestos-containing materials and/or wastes
5. All identified prohibited wastes shall be:
  - a. Segregated from the authorized waste stream, as necessary;
  - b. Quantified, as practical;
  - c. Documented in accordance with Section IV. of this Permit, to include photodocumentation, as warranted;
  - d. Rejected for shredding; and,
  - e. Immediately returned to the client generator prior to leaving the site.
    - i. CyberCrunch shall provide the reason for rejection for shredding to the client generator
    - ii. CyberCrunch shall inform the client generator that CyberCrunch is prohibited from accepting any wastes for shredding from client generators who habitually submit prohibited wastes for shredding to CyberCrunch.
6. CyberCrunch shall notify the Department of prohibited wastes submitted for shredding pursuant to Section V. of this Permit.
7. Assistance with proper handling and disposal of prohibited wastes which were submitted for shredding may be obtained by contacting the following agencies:
  - a. Prohibited wastes a. through g, as listed above:
    - i. Delaware Solid Waste Authority (DSWA)
    - ii. (302) 739-5361 or 1-800-404-7080
  - b. Prohibited wastes h. through m, as listed above:
    - i. SHWMS
    - ii. (302) 739-9403, option 8
  - c. Prohibited waste n, as listed above:
    - i. Division of Water
    - ii. (302) 739-9946



- d. Prohibited waste o, as listed above:
  - i. Division of Air Quality (DAQ),
  - ii. (302) 323-4542

C. Procedures for Waste Acceptance

1. CyberCrunch shall quantify and record the quantity of all incoming wastes, any rejected and/or prohibited wastes submitted for shredding, and all out-going wastes, to include shredded hard drives and media tapes, for each mobile shredding facility.
  - a. CyberCrunch shall not accept hard drives and/or media tapes in excess of a total of 3,000 pounds (lbs.) per day, a daily equivalent of 1.5 tons (T), per individual CyberCrunch vehicle.
  - b. CyberCrunch shall notify the SHWMS in the event authorized wastes in excess of 3,000 lbs. per day per CyberCrunch vehicle are accepted in accordance with Section V.A. of this Permit.
2. CyberCrunch shall inspect all incoming loads or bins of waste hard drives and/or waste media tapes submitted for shredding for prohibited waste items listed in Section III.B.4. prior to any shredding activities.
  - a. Identified prohibited wastes submitted for shredding shall be managed in accordance with Sections III.B.5. through III.B.7, as applicable.
3. All hard drives and media tapes submitted to CyberCrunch by a client generator for shredding and meeting the criteria for authorized wastes stipulated in Section III.A. shall be transferred to a CyberCrunch mobile shredding facility in secured enclosed containers.
4. Hard drives and media tapes shall only be transferred back to the client in the event of a security breach.

D. Procedures for Processing of Waste

1. Only authorized wastes as specified in Section III.A. shall be processed (shredded); any additional wastes shall not be processed.
2. All waste processing shall be performed within a CyberCrunch mobile shredding facility.
3. CyberCrunch shall remove any surrounding case, caddy, or other enclosing material.
  - a. The surrounding case, caddy, or other enclosing material, once removed, shall be considered an associated recyclable waste.
  - b. The surrounding case, caddy, or other enclosing material, once removed, shall not be shredded and shall remain whole.
  - c. The surrounding case, caddy, or other enclosing material, once removed, shall be segregated from the shredded hard drives and/or media tapes, stored for transportation only, and delivered to CyberCrunch's Aston, Pennsylvania facility pending proper recycling.
4. Shredding equipment shall be inspected for operational safety prior to each shredding event. Inspections and maintenance shall be documented pursuant to Section IV. of this Permit
5. All shredded hard drives and media tapes shall be deposited into designated, secured, and enclosed containers inside the CyberCrunch mobile shredding facility.
6. Once a container of shredded hard drives and/or media tapes is full, the container shall be physically secured within and to the mobile unit to restrict movement and facilitate safe transportation.

E. Procedures for Storage of Waste

1. Shredded hard drives, media tapes, and/or associated wastes shall not be stored at the client generator location.
2. Storage of shredded hard drives, media tapes, and/or associated wastes shall be only within in the CyberCrunch mobile shredding facility.

3. At the conclusion of an on-site shredding event, all containers of shredded hard drives, media tapes, and/or associated wastes shall be promptly transported in the CyberCrunch vehicle to the CyberCrunch facility in Aston, Pennsylvania in preparation for shipment to a certified electronics recycler.
4. Storage of shredded hard drives, media tapes, and/or associated wastes shall be stored only for the duration and purpose of immediately transporting the shredded waste to the CyberCrunch facility in Aston, Pennsylvania.
5. CyberCrunch shall not store shredded hard drives, media tapes, and/or associated wastes in excess of a total of 3,000 lbs., equivalent to 1.5 T, within any individual mobile shredding facility, except as stipulated in Section III.E.6.d. of this Permit.
6. The duration of storage of shredded hard drives, media tapes, and/or associated wastes within the CyberCrunch mobile shredding facility shall not exceed 24 hours from the conclusion of the shredding event and while in Delaware, except as stipulated in Sections III.E.6.a. through III.E.6.d. of this Permit.
  - a. The duration of storage of shredded hard drive waste and/or shredded media tape waste may be extended if an already scheduled, consecutive shredding event is necessary to fill the vehicle to or near capacity.
  - b. In the event that previously scheduled, consecutive, and additional shredding events are necessary to fill the CyberCrunch mobile shredding facility to or near capacity, shredded waste shall not be stored in the CyberCrunch vehicle for more than 24 hours beyond the completion of the final previously scheduled consecutive shredding event for that vehicle.
  - c. Under no circumstance shall any hard drives, media tapes, and/or associated wastes be stored within the CyberCrunch mobile shredding unit for more than 48 hours.
  - d. In the event that previously scheduled, consecutive, and additional shredding events are necessary to fill the CyberCrunch mobile shredding facility to or near capacity, the maximum quantity of shredded hard drives, media tapes and/or associated wastes which may be stored within the mobile shredding facility may be increased from 3,000 lbs. (1.5 T) to 5,000 lbs. (2.5 T) per CyberCrunch vehicle without additional approval from the Department.
7. CyberCrunch shall segregate all shredded hard drive, media tape, and/or associated wastes from any and all other electronic wastes collected for recycling.
8. The quantity of electronic wastes supplemental to the shredded hard drive, media tapes, and/or associated wastes shall not exceed the safe operating capacity of the CyberCrunch vehicle.

**F. Disposition Procedures**

1. The date, quantity, and a description of all wastes transferred from each CyberCrunch mobile shredding facility to CyberCrunch's Aston, Pennsylvania facility (or any other receiving facility) shall be recorded in accordance with Section IV. of this Permit.
2. All shredded hard drives and media tapes shall be sent to a certified electronics recycler approved to accept such waste.
  - a. The electronics recycler shall obtain certification via an accredited, independent third-party auditor, such as is obtained via the R2 or e-Stewards®.
  - b. It is the responsibility of CyberCrunch to ensure that the appropriate recycling permits have been obtained and are maintained by the recycler.
3. All ancillary or additional wastes shall be lawfully managed and disposed in accordance with all applicable local, state, and federal ordinances, laws, and regulations.
4. The date, quantity, and location of ultimate disposal of all wastes shall be documented in accordance with Section IV. of this Permit.

#### **IV. RECORDKEEPING**

- A. CyberCrunch shall record the information required by Section IV.B. of this Permit.
  - 1. The applicable records for each shredding event, or for consecutive shredding events, shall be maintained in each individual CyberCrunch mobile shredding facility until the mobile shredding facility returns to and the shredded waste hard drives, shredded waste media tapes, and/or associated wastes are transferred to the Aston, Pennsylvania CyberCrunch facility.
  - 2. The records shall thereafter be maintained on-site at the Aston, Pennsylvania for a period of no less than three years (3 yrs.).
  - 3. The records shall be made immediately available to the Department for review upon request.
  - 4. Historical records maintained at the Aston, Pennsylvania CyberCrunch facility shall be made available to the Department for review within 24 hours of request or the following business day.
- B. CyberCrunch shall maintain the following records:
  - 1. Quantity of hard drives accepted from each of CyberCrunch client, for each shredding event and location.
  - 2. Quantity of media tapes accepted from each of CyberCrunch client, for each shredding event and location.
  - 3. Quantity of shredded hard drives transferred to the Aston, Pennsylvania CyberCrunch facility for each client generator, shredding event, and location.
  - 4. Quantity of shredded media tapes transferred to the Aston, Pennsylvania CyberCrunch facility for each client generator, shredding event, and location.
  - 5. Bills of lading for shipment of shredded hard drives for ultimate or final recycling.
  - 6. Bills of lading for shipment of shredded media tapes for ultimate or final recycling.
  - 7. Reports from all ultimate or final recycling facilities utilized including quantity of the recycled shredded hard drives and Certificate of Recycling, or equivalent documentation.
  - 8. Reports from all ultimate or final recycling facilities utilized including quantity of the recycled shredded media tapes and Certificate of Recycling, or equivalent documentation.
  - 9. Information pertaining to prohibited wastes submitted for shredding and rejected loads to include volume, weight, or quantity of prohibited wastes/rejected loads; date of (attempted) delivery and/or rejection; client generator; the reason for rejection; type of prohibited waste; and any supplemental documentation required due to type of prohibited waste.
  - 10. Quantity of associated and/or ancillary wastes and/or litter sent for disposal, recycling, or reuse, and the date and facility where sent.
  - 11. Quantities, descriptions, and documentation of ultimate disposition for other electronic wastes generated in and collected from Delaware in order to facilitate reporting under Delaware's Universal Recycling Law, as referenced in Section V.C.2.
    - a. In this instance, the term "other electronic wastes" refers to electronic items collected by CyberCrunch for the purpose of recycling, but are not hard drives or media tapes, nor shredded or intended for mobile shredding.
    - b. The collection of other electronic wastes for the purpose of transportation to CyberCrunch's Aston, Pennsylvania facility to await final recycling is not regulated by this Permit.
  - 12. Any litter, noise, or dust complaints received by CyberCrunch concerning their mobile shredding facilities.
  - 13. All litter, noise, or dust mitigation activities implemented, to include date and time of implementation, method of mitigation, and any contracted mitigation services.
  - 14. Any lease modifications with the potential to cause changes to facility operations, lease violations, and lease terminations.

15. All training provided to employees.
16. All operational inspections, and all equipment inspections and maintenance.
17. Information sufficient to meet the requirements of Section V. of this Permit for all incidents and emergencies.
18. Information pertaining to all notifications made to SHWMS or incidents requiring notification pursuant to Section V.A. of this Permit, whether notification was made as required or not.
19. Detailed descriptions of all instances, whether intentional or accidental, of deviations from or noncompliance with the applicable Pennsylvania general recycling facility permit for or at CyberCrunch's facility at 1 Judy Way in Aston, Pennsylvania.
20. Detailed descriptions of all instances, whether intentional or accidental, of deviations from or noncompliance with this Permit.

## **V. NOTIFICATION AND REPORTING**

### **A. Incidental Notification and Reporting**

CyberCrunch shall notify SHWMS of all incidents and emergencies.

1. CyberCrunch shall take immediate reasonable action to correct or remedy all incidents and emergencies in order to ensure human health and protect the environment.

#### **2. Emergency Incidents**

CyberCrunch shall immediately notify the SHWMS by telephone at (302) 739-9403 [or, if after business hours (8:00 am to 4:30 pm, Monday through Friday), the Environmental Emergency toll-free hotline at 1-800-662-8802] in the event of:

- a. An emergency including, but not limited to, fire, explosion, spill, release, vehicle/equipment accident resulting in personal injury, injury requiring hospitalization, and employee occupational exposure.
- b. Receipt of the following prohibited wastes:
  - i. Infectious/medical wastes including sharps;
  - ii. Radioactive materials; and,
  - iii. Hazardous wastes.
- c. In the event that notification is made after the Department's normal business hours to the Environmental Emergency toll-free hotline, CyberCrunch shall contact the SHWMS by telephone at the telephone number provided above within 24 hours of the emergency incident, or the following business day, to confirm notification.

#### **3. Non-Emergency Incidents**

CyberCrunch shall notify the SHWMS by telephone at (302) 739-9403 or by e-mail within 24 hours or the following business day in the event of:

- a. Complaints pertaining to litter, dust, or noise emanating from the CyberCrunch facility
- b. Receipt of the following prohibited wastes:
  - i. Sewage sludge, biosolids, and septage;
  - ii. Petroleum-containing materials and/or wastes;
  - iii. Universal wastes;
  - iv. Agricultural wastes; and ,
  - v. Asbestos-containing materials (ACM) and/or wastes.
- c. Facility changes including, but not limited to, changes in the company ownership, company name, company officials, management staff, and operators.
- d. Lease termination, all lease violations, and any lease modification with the potential to cause changes to facility operations
- e. Any exceedance of any limit established herein.

- f. Any failure to comply with any condition of this Permit.
- g. Any violation of the applicable Pennsylvania general recycling facility permit for or at CyberCrunch's facility at 1 Judy Way in Aston, Pennsylvania.
- 4. CyberCrunch shall submit a detailed written notification by either e-mail or hardcopy to be received by the SHWMS no later than five (5) business days following any incident, emergency or otherwise, as listed in Sections V.A.2. and V.A.3. of this Permit. The notification shall include the following:
  - a. Date and time of occurrence/discovery.
  - b. Date and time reported to the Department. Include a reference number if reported to the Environmental Emergency hotline.
  - c. For spills or releases; materials, quantities, and area involved.
  - d. A sketch of the scene of the incident, showing location and approximate dimensions.
  - e. List of agencies notified.
  - f. For a prohibited waste, the generator and corresponding contact information.
  - g. Narrative describing how the incident occurred and actions taken by CyberCrunch and other response personnel, as applicable, to remedy the situation.
  - h. Report of injuries and/or damage.
  - i. In the event of a complaint, name, address, and phone number of the person making the complaint, as well as the content of the complaint.
  - j. Proposal for remedial or corrective actions including a schedule for implementation.
  - k. Any additional information seemingly relevant or material to the incident.
- B. Quarterly Reporting

CyberCrunch shall submit quarterly reports to the SHWMS via e-mail or in hardcopy no later than the 15<sup>th</sup> day of the month following the end of the quarter (1<sup>st</sup> quarter report is due by April 15<sup>th</sup>, 2<sup>nd</sup> quarter report is due by July 15<sup>th</sup>, 3<sup>rd</sup> quarter report is due by October 15<sup>th</sup>, and 4<sup>th</sup> quarter report is due by January 15<sup>th</sup>). The quarterly reports shall summarize operations for the previous quarter and include the following information for the applicable quarter (information shall be presented in a tabular format, as appropriate, and each listed item shall be explicitly addressed to include zero quantities or currently not applicable topics):

  - 1. The quantity of hard drives accepted from each client, listed by date and shredding event location.
  - 2. The quantity of media tapes accepted from each client, listed by date and shredding event location.
  - 3. The quantity of shredded hard drives sent for ultimate or final recycling, listed by client, shredding event location, and ultimate or final recycling facility.
  - 4. The quantity of shredded media tapes sent for recycling, listed by client, shredding event location, and ultimate or final recycling facility.
  - 5. Reports from all ultimate or final recycling facilities including quantity of the shredded hard drives that were recycled and associated Certificate of Recycling, or equivalent documentation.
  - 6. Reports from all ultimate or final recycling facilities including quantity of the shredded media tapes that was recycled and associated Certificate of Recycling, or equivalent documentation.
  - 7. For each occurrence, quantity of any prohibited wastes submitted (or attempted to be submitted) and/or number of rejected containers of waste, to include the type of prohibited waste and/or reason for rejection, submittal date (or attempted submittal date) and or date of rejection, client generator name, disposition of prohibited waste and/or rejected container, and date of disposition.
  - 8. Quantity of associated and/or ancillary wastes and/or litter sent for disposal, recycling, or reuse, and the date and facility where sent.

9. Summary of all notifications made to SHWMS or incidents requiring notification pursuant to Section V.A. of this Permit, whether notification was made as required or not.
  10. Detailed descriptions of all instances, whether intentional or accidental, of deviations from or noncompliance with the applicable Pennsylvania general recycling facility permit for or at CyberCrunch's facility at 1 Judy Way in Aston, Pennsylvania.
  11. Detailed descriptions of all instances, whether intentional or accidental, of deviations from or noncompliance with this Permit.
- C. Annual Reporting
1. Annual Composting Facility Report  
No later than March 1<sup>st</sup> of every year, CyberCrunch shall submit an annual report to the SHWMS. This annual report shall summarize operations for the previous calendar year and include the following information (information shall be presented in a tabular format, as appropriate, and each listed item shall be explicitly addressed to include zero quantities or currently not applicable topics):
    - a. The total annual quantity of hard drives accepted from each client, listed by shredding event location.
    - b. The total annual quantity of media tapes accepted from each client, listed by shredding event location.
    - c. The total annual quantity of shredded hard drives sent for ultimate or final recycling, listed by ultimate or final recycling facility.
    - d. The total annual quantity of shredded media tapes sent for recycling, listed by client, shredding event location, and ultimate or final recycling facility.
    - e. The total annual quantity of any prohibited wastes submitted (or attempted to be submitted) and/or number of rejected containers of waste, to include the type of prohibited waste and/or reason for rejection and the client generator name.
    - f. Total annual volume of associated or ancillary wastes and/or litter sent for disposal, recycling, or reuse to each disposal location utilized.
    - g. A summary of all emergencies and incidents that occurred at the facility during the year.
    - h. A summary of all instances, whether intentional or accidental, of deviations from or noncompliance with the applicable Pennsylvania general recycling facility permit for or at CyberCrunch's facility at 1 Judy Way in Aston, Pennsylvania.
    - i. A summary of all instances, whether intentional or accidental, of deviations from or noncompliance with this Permit.
  2. Annual Recycling Report  
In accordance with the Universal Recycling Law, specifically 7 Del. C. § 6056(1), CyberCrunch shall submit an annual report detailing recycling activities no later than February 15<sup>th</sup> of every year. The report shall follow the reporting guidelines developed by the Department and the Recycling Public Advisory Council.
- D. Written notifications and reports shall be submitted via e-mail or regular mail, as specified above, to:

Jeff Martin  
DNREC-SHWMS  
89 Kings Hwy.  
Dover, DE 19901  
[Jeffrey.Martin@Delaware.gov](mailto:Jeffrey.Martin@Delaware.gov)

**VI. CLOSURE**


- A. CyberCrunch shall immediately notify the Department in writing of the estimated date that mobile shredding operations are planned to cease.
- B. Should CyberCrunch cease the shredding of hard drives and media tapes, all hard drives and media tapes, shredded or otherwise, shall be properly disposed of or recycled.
- C. By the cessation date provided by CyberCrunch, CyberCrunch shall remove from the State of Delaware all waste hard drives, all waste media tapes, all shredded waste hard drives, all shredded media tapes, associated and/or ancillary wastes, all collected litter, any additional electronic wastes and all mobile shredding facilities.
- D. All disposal and recycling activities undertaken pursuant to Section VI. of the Permit shall be conducted pursuant to the requirements of the applicable permit at the time of closure, including any closure permit, DRGSW, and the Delaware Code.

**VII. ADDITIONAL CONDITIONS**

- A. CyberCrunch shall maintain its State of Delaware Solid Waste Transporter Permit as long as is required.
- B. This Permit does not relieve CyberCrunch, nor any of its client generators, from complying with any other applicable federal, state, or local laws, regulations or ordinances.
- C. Any violation of any condition of this Permit, regulation promulgated by the Department, Secretary's Orders, or provision of 7 Del. C. Chapters 60 and 63, shall justify termination of this Permit and implementation of appropriate enforcement action.
- D. Any violation of any regulatory law, regulation, or ordinance for the CyberCrunch's Aston, Pennsylvania facility shall justify termination of this Permit

**VIII. PERMIT MODIFICATION AND RENEWAL HISTORY**

- A. March 11, 2019
  - 1. Recycling Permit #SW-19/03
    - a. Initial hard drive and media tape Recycling Permit limiting daily acceptance of authorized wastes to 3,000 lbs. and storage of shredded authorized wastes to 5,000 lbs.
    - b. Issued for a two-year (2-yr.) period. Expiration: March 11, 2021

  
\_\_\_\_\_  
Jason W. Sunde  
Environmental Program Manager  
Solid and Hazardous Waste Management Section

3-11-19  
\_\_\_\_\_  
Date